

SCHEDULE A

Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>	<u>Country</u>
BRIDGEWATER STUDIO	2613214	27-AUG-2002	United States
JESSICA LONDON® (Clothing)	2799241	23-DEC-2003	United States
JESSICA LONDON® (Mail Order Services)	2210503	15-DEC-1998	United States
JESSICA LONDON® (On- Line Retail Services)	2645682	05-NOV-2002	United States
JESSICA LONDON™	4197096	28-AUG-2012	United States
JL STUDIO EXCLUSIVELY FOR JESSICA LONDON®	3345439	27-NOV-2007	United States
JESSICA LONDON (STYLIZED)	10254563	10-FEB-2012	Community Trademark
JESSICA LONDON®	9952706	21-SEP-2011	Community Trademark

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, JESSICA LONDON, INC., a Delaware corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade dress and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade dress and service marks, and all renewals thereof, (c) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (f) the right to sue for past, present and future infringements thereof, (g) all rights corresponding thereto, (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (i) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT (the "Grant") is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement by, among others, the Grantor and the Grantee, dated as of February 5, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 5th day of February, 2013.

JESSICA LONDON, INC., as Grantor

By: 

Name:

Title:

Trademark Security Agreement

TRADEMARK
REEL: 004977 FRAME: 0473

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Grantee**

By: 

Name: Adam B. Davis

Title: Director

Trademark Security Agreement